

**UNIVERSITY OF NORTH TEXAS
PUBLISHING AGREEMENT**

THIS AGREEMENT is made this day of 20 by and between ("Author") and the University of North Texas, on behalf of its UNT Libraries Scholarly Publishing Services ("Publisher"), for the publication of a work of scholarship ("Work") now tentatively entitled:

The Publisher and the Author wish to work together to achieve the professional standards and commercial success that they each desire for the Work, and agree as follows:

ARTICLE I. DEFINITIONS

The Author and Publisher agree on the following definitions or terms as used herein:

1.01 That the "Author" includes the primary author, any coauthors, the editor, or any coeditors signatory to this Agreement;

1.02 That the "Publisher" includes the UNT Libraries Scholarly Publishing Services, its successors, representatives, and employees;

1.03 That the "Work" includes all text; source material; illustrative reproductions used in the final preparation of the Work; permissions, consents, or licenses; master recordings and/or any other material necessary for the publication of the Work;

1.04 That, in correspondence beyond this contract, the Work may be referred to as "book," "monograph," "project" or other term clearly defining the Work;

ARTICLE II. CONDITIONS OF PUBLICATION

2.01 The Author grants to the Publisher the non-exclusive right to publish the Work under the Publisher's name and other imprints or tradenames electronically in the English language throughout the world.

2.02 The Author hereby grants the following license in the Work to the general public (*check one*):

- Creative Commons Attribution
- Creative Commons Attribution-NoDerivs
- Creative Commons Attribution-NonCommercial
- Creative Commons Attribution-NonCommercial-NoDerivs
- No license is granted.

2.03 Except as otherwise provided in this Agreement, the Publisher shall, within a reasonable time from the date of receipt of a completed copy of Work, publish the Work in a manner and style which the Publisher deems appropriate. This agreement to publish is contingent upon the receipt of a manuscript that is acceptable to the Publisher.

ARTICLE III. COPYRIGHT OF WORK

The Author retains copyright in his or her name for the Work and is free to republish the Work elsewhere in any form of publication.

ARTICLE IV. AUTHOR'S WARRANTIES AND INDEMNITIES

4.01 The Author warrants that he or she has full power to enter into this Agreement and to grant the rights granted herein.

4.02 The Author warrants that the Work to be furnished hereunder shall be submitted in a form complete and ready for publication.

4.03 The Author warrants that he or she is the sole owner of the Work or has obtained the necessary permissions, rights, licenses, releases, or consents to any portion of the Work not owned by him or her; has paid or will pay, at the time payment is due, any necessary fees, including those that may be required for the right to publish, quote from, or reproduce such portions in all markets, domestic and foreign; and has turned over, or will turn over, at the time of delivery of the final manuscript to the Publisher written permission from each proprietor or copyright owner for the use of such material.

4.04 The Author represents and warrants that statements in the Work asserted as fact are true or based upon generally accepted professional research practices and that the Work contains no: libelous or unlawful material, instructions that may cause harm or injury, material that infringes upon or violates the copyright, trademark, trade secret or other property right of another, or material that infringes upon the privacy rights of another.

4.05 The Author agrees to indemnify and hold harmless the Publisher against all liability arising out of the Author's breach of the warranties set forth in Section 4.04, including, but not limited to, the cost of any claim, demand, judgment, or settlement and related expenses and attorney's fees. Each party will give prompt notice to the other if any claim or demand is made and the Author will cooperate with the Publisher, who will direct the defense thereof.

4.06 If the Work is a collection of contributions by several contributors, the Author will not include in the Work any contribution or material written or illustrated by others that the Author believes or has reason to know or suspect may not be original or may contain libelous or unlawful statements or instructions that may cause harm or injury or that infringes upon or violates any copyright, trademark, or other right or the privacy of others, and the Author shall exercise due care in selecting contributors and reviewing contributions to minimize the risks of such infringements, instructions, and harms.

4.07 In no event will the Publisher be obligated to publish the Work if in the Publisher's opinion it violates the right of privacy of any person or contains libel or any matter that the Publisher deems may subject it to any claims from any third party. In the event the Publisher elects not to publish the Work for any reasons set forth in this paragraph, it will give written notice to the Author, and this Agreement will terminate.

4.08 The Author agrees to notify the Publisher of any changes that will affect the Publisher's ability to fulfill the terms and intent of this Agreement.

4.09 If the Publisher has assigned an ISBN for a print edition and the Author sells a print edition using this ISBN without the involvement of the Publisher, whether through the UNT Press or another third party, the Author agrees to keep the Publisher informed of the product in order to maintain product data associated with the ISBN.

4.10 This Article IV shall survive the termination of this Agreement.

ARTICLE V. DELIVERY AND PREPARATION OF THE WORK, COPYEDITING, AND PAGE PROOFS

5.01 Author agrees to cooperate with the Publisher in expediting in every way possible the production and publication of the Work in accordance with the terms of this Agreement.

5.02 If the Work is to be published in textual form or a combination of text and illustrations, or unless other mutually agreed upon arrangements are made, the Author will deliver to the Publisher an electronic copy of the manuscript in a format acceptable to the Publisher. The manuscript shall be formatted according to the printed Author Guidelines that the Publisher has furnished to the Author. The manuscript shall be complete and accompanied by all necessary materials, including photographs, maps, charts, or other illustrations and any permissions necessary for reproduction. Illustrations must be submitted in final form, ready for reproduction.

5.03 The final and completed manuscript shall consist of the version delivered to the Publisher on the day of 20 .

5.04 The Publisher is authorized to edit the Work provided that it does not materially change the meaning, and to follow its own house style or any style that it believes suitable in editing or printing the Work, unless the Author and Publisher agree in writing in advance to a special arrangement as to style and the final manuscript consistently follows this style. Publisher agrees to return a copy of the edited Work to the Author so that the Author can discuss with the Publisher any changes that have been made with which the Author is not in agreement. Author will review the edited Work carefully upon its receipt, as this will be the last opportunity that any substantive changes may be made in the Work (if in doubt about what constitutes a substantive change, the Author will contact the Publisher). Author agrees to provide comments on edited Work, if any, within fifteen days of receipt of same (unless additional time is allowed in writing by the Publisher).

5.05 The Publisher will send the Author page proofs with instructions on how to proofread the Work and will check all of Author's corrections to said page proofs. Errors made by the Publisher or by others involved in the preparation of the page proofs will be corrected without expense to the Author. No substantive changes made or suggested by the Author, other than those due to Publisher error, will be made to the page proofs unless Author pays all expenses.

5.06 The Author will correct proofs and return the corrected proofs to the Publisher within fifteen days of receipt by Author (unless additional time is allowed in writing by the Publisher). If proofs are not returned within this period, the Publisher shall be free to proceed with publication of the Work.

5.07 If the Work is a collection of contributions by several contributors, the Author will be responsible for distributing edited copy to the contributors and forwarding their suggested changes to the Publisher. Author and Publisher, not contributors, will confer on any disputed changes.

ARTICLE VI. THE PUBLISHER'S LIABILITY FOR LOSS OR DAMAGE

6.01 The Publisher shall take the same care of the property in its hands under this Agreement as it does of its own property but shall not be responsible to the Author for loss of or damage to the Author's property that is in its possession, in the possession of its independent contractors, or in the possession of anyone else to whom delivery is made by the Publisher in the normal course of its operations unless it receives a written request to keep the same insured at a specified value, at the Author's expense. The Author should keep copies or backups of all manuscripts and other material included in the Work.

6.02 In the event of any lawsuit arising from publication of Work, the signatories and agents of Publisher, the University of North Texas, and the State of Texas whose signatures are affixed hereto, as well as the employees of the University of North Texas and the members of the Board of Regents of the University of North Texas, in their individual capacities, shall in no manner, individually or collectively, be liable for any damages. Any lawsuit or claim hereunder shall be filed against the Publisher as provided by the laws of the State of Texas.

ARTICLE VII. ASSIGNMENT

This Agreement shall inure to the benefit of and be binding upon the Author and his or her heirs, personal representatives, successors and assigns and upon the Publisher and its successors and assigns. Neither the Publisher nor the Author shall assign this Agreement without prior written consent of the other Party.

ARTICLE VIII. ENTIRETY CLAUSE, MODIFICATIONS, AND AMENDMENTS

This Agreement constitutes the entire agreement by and between the parties regarding the subject matter herein. Statements or representations not included in this document shall not be binding upon the parties. No modifications or amendments of any of the terms or conditions of this Agreement shall be valid or binding unless made in writing and signed by both parties.

ARTICLE IX. SEVERABILITY

In the event that any provision hereof shall be deemed in violation of any law or held to be invalid by any court in which this Agreement shall be interpreted, the violation or invalidity of any particular provision shall not be deemed to affect any other provision hereof, but this Agreement shall be thereafter interpreted as though the particular provision so held to be in violation or invalid were not contained herein.

ARTICLE X. ENFORCEABILITY

The failure of either party to enforce any provision of this Agreement or to exercise any remedy available under this Agreement or in accordance with law upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be construed as a waiver or limitation of such right or remedy, or the party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

ARTICLE XI. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Texas. This agreement is entered into in Denton County, Texas, and proper venue for any legal proceeding regarding this agreement shall be in state and federal courts of Texas.

ARTICLE XII. ALTERNATIVE DISPUTE RESOLUTION

Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used to resolve disputes arising hereunder.

ARTICLE XIII. PUBLIC INFORMATION

Notwithstanding any provision of this Agreement, Publisher shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Author shall make public information available to Publisher in an electronic format.

ARTICLE XIV. HEADINGS

The headings and marginal numbers in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

ARTICLE XV. FEE

The publication of the Work as described herein is contingent on the receipt a fee as specified in Exhibit A. This fee is provided to the Publisher by persons or entities other than the Publisher for the specific purpose of defraying the costs of publication of the Work.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day of 20 .

UNIVERSITY OF NORTH TEXAS

By: _____ Date: _____
O. Finley Graves
Provost and Vice President for Academic Affairs

AUTHOR(S)

By: _____ Date: _____

Address Line 1

Address Line 2

By: _____ Date: _____

Address Line 1

Address Line 2

By: _____ Date: _____

Address Line 1

Address Line 2